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18 Attorney for Defendant/Cross-Claimant,
19 Randstad Professionals US, LP

20 **UNITED STATES DISTRICT COURT**
21 **DISTRICT OF NEVADA**

22 COUNT'S KUSTOMS, LLC, a Nevada
23 corporation,

24 Plaintiff,

25 vs.

26 JOSEPH FRONTIERA, an individual;
27 RANDSTAD PROFESSIONALS; US, LP a
28 Delaware limited partnership, d/b/a
29 RANDSTAD PROFESSIONALS; DOES I
30 through X, and DOE CORPORATIONS XI
31 through XX, inclusive,

32 Defendants.

33 RANDSTAD PROFESSIONALS US, LP,

34 Cross-Claimant,

35 JOSEPH FRONTIERA,

36 Cross-Defendant.

CASE NO: 2:126-CV-00910-JAD-GWF

**DEFENDANT/CROSS-CLAIMANT
RANDSTAD PROFESSIONALS US,
LP's FIRST AMENDED ANSWER
AND CROSS-CLAIMS AGAINST
CROSS-DEFENDANT JOSEPH
FRONTIERA**

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38 DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
AND CROSS-CLAIMS AGAINST CROSS-DEFENDANT JOSEPH FRONTIERA

**DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST
AMENDED ANSWER AND CROSS-CLAIMS AGAINST CROSS-DEFENDANT
JOSEPH FRONTIERA**

COMES NOW Defendant/Cross-Claimant, Randstad Professionals US, LP ("Randstad"), by and through its counsel of record, Michael C. Mills, Esq., of the law firm of Bauman Loewe Witt & Maxwell, PLLC, and Eric R. McDonough, Esq. and Amy A. Abeloff, Esq., of the law firm of Seyfarth Shaw LLP, and files its First Amended Answer to Complaint and Cross-Claims Against Cross-Defendant Joseph Frontiera ("Frontiera") as follows:

GENERAL ALLEGATIONS

1. Answering Paragraph 1 of Plaintiff's Complaint, this answering Defendant, Randstad admits the allegations contained therein.
2. Answering Paragraph 2 of Plaintiff's Complaint, this answering Defendant Randstad is without sufficient information upon which to base a belief as to the truth or falsity of the allegations contained therein and upon said ground denies the same, and avers that Frontiera resided in the State of Nevada at the time of his employ with Plaintiff.
3. Answering Paragraph 3 of Plaintiff's Complaint, this answering Defendant Randstad denies the allegations contained therein, and avers that Defendant Randstad is a limited partnership organized under the laws of the State of Delaware.
4. Answering Paragraph 4 of Plaintiff's Complaint, this answering Defendant Randstad denies the allegations contained therein.
5. Answering Paragraph 5 of Plaintiff's Complaint, this answering Defendant Randstad denies the allegations contained therein, and avers that on or around June 17, 2013, Frontiera was hired by CK through the use of Randstad's services to serve as Controller on a temporary basis.
6. Answering Paragraph 6 of Plaintiff's Complaint, this answering Defendant Randstad is without sufficient information upon which to base a belief as to the truth or falsity of the allegations contained therein and upon said ground denies the same.

DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
AND CROSS-CLAIMS AGAINST CROSS-DEFENDANT JOSEPH FRONTIERA

1 7. Answering Paragraph 7 of Plaintiff's Complaint, this answering Defendant
2 Randstad denies the allegations contained therein, except admits that CK paid to Randstad a fee,
3 and avers that such fee was to compensate Randstad for services rendered to CK as described in
4 the Randstad Finance & Accounting Service Agreement (the "Agreement") that Randstad
5 prepared for CK's and Frontiera's signature.

6 8. Answering Paragraph 8 of Plaintiff's Complaint, this answering Defendant
7 Randstad is without sufficient information upon which to base a belief as to the truth or falsity of
8 the allegations contained therein as the substance of Paragraph 8 does not clearly designate to
9 which of Frontiera's positions at CK Plaintiff refers, and upon said ground denies the same.

10 9. Answering Paragraph 9 of Plaintiff's Complaint, this answering Defendant
11 Randstad is without sufficient information upon which to base a belief as to the truth or falsity of
12 the allegations contained therein as the substance of Paragraph 9 does not clearly designate to
13 which of Frontiera's positions at CK Plaintiff refers and upon said ground denies the same, and
14 avers that the Agreement describes the rights, expectations and obligations of all signatories.

15 10. Answering Paragraph 10 of Plaintiff's Complaint, this answering Defendant
16 Randstad denies the allegations contained therein.

17 11. Answering Paragraph 11 of Plaintiff's Complaint, this answering Defendant
18 Randstad is without sufficient information upon which to base a belief as to the truth or falsity of
19 the allegations contained therein and upon said ground denies the same.

20 12. Answering Paragraph 12 of Plaintiff's Complaint, this answering Defendant
21 Randstad is without sufficient information upon which to base a belief as to the truth or falsity of
22 the allegations contained therein as the substance of Paragraph 12 does not clearly designate to
23 which of Frontiera's positions at CK Plaintiff refers, and upon said ground denies the same.

24 13. Answering Paragraph 13 of Plaintiff's Complaint, this answering Defendant
25 Randstad is without sufficient information upon which to base a belief as to the truth or falsity of
26 the allegations contained therein and upon said ground denies the same.

27 14. Answering Paragraph 14 of Plaintiff's Complaint, this answering Defendant
28 DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US. LP's FIRST AMENDED ANSWER
AND CROSS-CLAIMS AGAINST CROSS-DEFENDANT JOSEPH FRONTIERA

1 Randstad is without sufficient information upon which to base a belief as to the truth or falsity of
2 the allegations contained therein and upon said ground denies the same.

3 15. Answering Paragraph 15 of Plaintiff's Complaint, this answering Defendant
4 Randstad is without sufficient information upon which to base a belief as to the truth or falsity of
5 the allegations contained therein and upon said ground denies the same.

6 16. Answering Paragraph 16 of Plaintiff's Complaint, this answering Defendant
7 Randstad is without sufficient information upon which to base a belief as to the truth or falsity of
8 the allegations contained therein and upon said ground denies the same.

9 17. Answering Paragraph 17 of Plaintiff's Complaint, this answering Defendant
10 Randstad is without sufficient information upon which to base a belief as to the truth or falsity of
11 the allegations contained therein and upon said ground denies the same.

12 18. Answering Paragraph 18 of Plaintiff's Complaint, this answering Defendant
13 Randstad is without sufficient information upon which to base a belief as to the truth or falsity of
14 the allegations contained therein and upon said ground denies the same.

15 19. Answering Paragraph 19 of Plaintiff's Complaint, this answering Defendant
16 Randstad is without sufficient information upon which to base a belief as to the truth or falsity of
17 the allegations contained therein and upon said ground denies the same.

18 **FIRST CLAIM FOR RELIEF**

19 **(Breach of Contract)**

20 **(Randstad)**

21 20. Answering mislabeled Paragraph 17 of Plaintiff's Complaint, this answering
22 Defendant Randstad repeats and re-alleges his answers as set forth in Paragraphs 1 through 19
23 above with the same force and effect as though fully set forth herein.

24 21. Answering mislabeled Paragraph 18 of Plaintiff's Complaint, this answering
25 Defendant Randstad denies the allegations contained herein, and avers that on or around June 17,
26 2013, Frontiera was hired by CK through the use of Randstad's services to serve as Controller on
27 a temporary basis.

28 DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
AND CROSS-CLAIMS AGAINST CROSS-DEFENDANT JOSEPH FRONTIERA

1 22. Answering mislabeled Paragraph 19 of Plaintiff's Complaint, this answering
2 Defendant Randstad is without sufficient information upon which to base a belief as to the truth
3 or falsity of the allegations contained therein and upon said ground denies the same.

4 23. Answering mislabeled Paragraph 20 of Plaintiff's Complaint, this answering
5 Defendant Randstad denies the allegations contained therein, except admits that, per the terms
6 and conditions outlined in the Agreement, Randstad conducted its own reference checks on
7 Frontiera and took reasonable steps to verify the accuracy of such, and avers that it performed
8 the contracted services described in the Agreement.

9 24. Answering mislabeled Paragraph 21 of Plaintiff's Complaint, this answering
10 Defendant Randstad denies the allegations contained herein, and avers that Randstad performed
11 the contracted services described in the Agreement.

12 25. Mislabeled Paragraph 22 of Plaintiff's Complaint calls for a legal conclusion to
13 which no answer is required, and to the extent it is, this answering Defendant Randstad denies
14 the same.

15 26. Answering mislabeled Paragraph 23 of Plaintiff's Complaint, this answering
16 Defendant Randstad is without sufficient information upon which to base a belief as to whether
17 the retention of Black & LoBello's services were necessary, and upon said ground denies the
18 same, and every other assertion set forth therein.

19 **SECOND CLAIM FOR RELIEF**

20 **(Breach of Covenant of Good Faith & Fair Dealing)**

21 **(Randstad)**

22 27. Answering mislabeled Paragraph 24 of Plaintiff's Complaint, this answering
23 Defendant Randstad repeats and re-alleges his answers as set forth in Paragraphs 1 through 26
24 above with the same force and effect as though fully set forth herein.

25 28. Mislabeled Paragraph 25 of Plaintiff's Complaint calls for a legal conclusion to
26 which no answer is required, and to the extent it is, this answering Defendant Randstad denies
27 the same.

28 DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
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1 29. Answering mislabeled Paragraph 26 of Plaintiff's Complaint, this answering
2 Defendant Randstad denies the allegations contained therein.

3 30. Answering mislabeled Paragraph 27 of Plaintiff's Complaint, this answering
4 Defendant Randstad denies the allegations contained therein.

5 31. Mislabeled Paragraph 28 of Plaintiff's Complaint calls for a legal conclusion to
6 which no answer is required, and to the extent it is, this answering Defendant Randstad denies
7 the same.

8 32. Answering mislabeled Paragraph 29 of Plaintiff's Complaint, this answering
9 Defendant Randstad is without sufficient information upon which to base a belief as to whether
10 the retention of Black & LoBello's services were necessary, and upon said ground denies the
11 same, and every other assertion set forth therein.

12 **THIRD CLAIM FOR RELIEF**

13 **(Fraud)**

14 **(Frontiera and Randstad)**

15 33. Answering mislabeled Paragraph 30 of Plaintiff's Complaint, this answering
16 Defendant Randstad repeats and re-alleges his answers as set forth in Paragraphs 1 through 32
17 above with the same force and effect as though fully set forth herein.

18 34. Answering mislabeled Paragraph 31 of Plaintiff's Complaint, this answering
19 Defendant Randstad denies the allegations contained therein, and avers that on or around June
20 17, 2013, Frontiera was hired by CK through the use of Randstad's services to serve as
21 Controller on a temporary basis, and further avers that it performed the contracted services
22 described in the Agreement.

23 35. Answering mislabeled Paragraph 32 of Plaintiff's Complaint, this answering
24 Defendant Randstad denies the allegations contained therein, except admits that it conducted
25 reference checks on Frontiera as referenced in the Agreement.

26 36. Answering mislabeled Paragraph 33 of Plaintiff's Complaint, this answering
27 Defendant Randstad is without sufficient information upon which to base a belief as to the truth
28 DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
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1 or falsity of the allegations contained therein and upon said ground denies the same.

2 37. Answering mislabeled Paragraph 34 of Plaintiff's Complaint, this answering
3 Defendant Randstad is without sufficient information upon which to base a belief as to the truth
4 or falsity of the allegations contained therein and upon said ground denies the same.

5 38. Answering mislabeled Paragraph 35 of Plaintiff's Complaint, this answering
6 Defendant Randstad denies the allegations contained therein.

7 39. Answering mislabeled Paragraph 36 of Plaintiff's Complaint, this answering
8 Defendant Randstad is without sufficient information upon which to base a belief as to the truth
9 or falsity of the allegations contained therein and upon said ground denies the same.

10 40. Answering mislabeled Paragraph 37 of Plaintiff's Complaint, this answering
11 Defendant Randstad is without sufficient information upon which to base a belief as to the truth
12 or falsity of the allegations contained therein and upon said ground denies the same.

13 41. Mislabeled Paragraph 38 of Plaintiff's Complaint calls for a legal conclusion to
14 which no answer is required, and to the extent it is, this answering Defendant Randstad denies
15 the same.

16 42. Mislabeled Paragraph 39 of Plaintiff's Complaint calls for a legal conclusion to
17 which no answer is required, and to the extent it is, this answering Defendant Randstad denies
18 the same.

19 43. Answering mislabeled Paragraph 40 of Plaintiff's Complaint, this answering
20 Defendant Randstad is without sufficient information upon which to base a belief as to whether
21 the retention of Black & LoBello's services were necessary, and upon said ground denies the
22 same, and every other assertion set forth therein.

23 **FOURTH CLAIM FOR RELIEF**

24 **(Negligent Misrepresentation)**

25 **(Randstad)**

26 44. Answering mislabeled Paragraph 41 of Plaintiff's Complaint, this answering
27 Defendant Randstad repeats and re-alleges his answers as set forth in Paragraphs 1 through 43
28 DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
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1 above with the same force and effect as though fully set forth herein.

2 45. Misabeled Paragraph 42 of Plaintiff's Complaint calls for a legal conclusion to
3 which no answer is required, and to the extent that it is, this answering Defendant Randstad
4 denies the same.

5 46. Answering mislabeled Paragraph 43 of Plaintiff's Complaint, this answering
6 Defendant Randstad is without sufficient information upon which to base a belief as to the truth
7 or falsity of the allegations contained therein and upon said ground denies the same.

8 47. Misabeled Paragraph 44 of Plaintiff's Complaint calls for a legal conclusion to
9 which no answer is required, and to the extent it is, this answering Defendant Randstad denies
10 the same.

11 48. Answering mislabeled Paragraph 45 of Plaintiff's Complaint, this answering
12 Defendant Randstad is without sufficient information upon which to base a belief as to whether
13 the retention of Black & LoBello's services were necessary, and upon said ground denies the
14 same, and every other assertion set forth therein.

15 **FIFTH CLAIM FOR RELIEF**

16 **(Unjust Enrichment)**

17 **(Frontiera and Randstad)**

18 49. Answering mislabeled Paragraph 46 of Plaintiff's Complaint, this answering
19 Defendant Randstad repeats and re-alleges his answers as set forth in Paragraphs 1 through 48
20 above with the same force and effect as though fully set forth herein.

21 50. Answering mislabeled Paragraph 47 of Plaintiff's Complaint, this answering
22 Defendant Randstad denies the allegations contained therein.

23 51. Answering mislabeled Paragraph 48 of Plaintiff's Complaint, this answering
24 Defendant Randstad is without sufficient information upon which to base a belief as to the truth
25 or falsity of the allegations contained therein and upon said ground denies the same.

26 52. Misabeled Paragraph 49 of Plaintiff's Complaint calls for a legal conclusion to
27 which no answer is required, and to the extent it is, this answering Defendant Randstad denies

28 DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
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1 the same.

2 53. Misabeled Paragraph 50 of Plaintiff's Complaint calls for a legal conclusion to
3 which no answer is required, and to the extent it is, this answering Defendant Randstad denies
4 the same.

5 54. Answering mislabeled Paragraph 51 of Plaintiff's Complaint, this answering
6 Defendant Randstad is without sufficient information upon which to base a belief as to whether
7 the retention of Black & LoBello's services were necessary, and upon said ground denies the
8 same, and every other assertion set forth therein.

9 **SIXTH CLAIM FOR RELIEF**

10 **(Conversion/Constructive Trust)**

11 **(Frontiera)**

12 55. Answering mislabeled Paragraph 52 of Plaintiff's Complaint, this answering
13 Defendant Randstad repeats and re-alleges his answers as set forth in Paragraphs 1 through 54
14 above with the same force and effect as though fully set forth herein.

15 56. Answering mislabeled Paragraph 53 of Plaintiff's Complaint, this answering
16 Defendant Randstad is without sufficient information upon which to base a belief as to the truth
17 or falsity of the allegations contained therein and upon said ground denies the same.

18 57. Answering mislabeled Paragraph 54 of Plaintiff's Complaint, this answering
19 Defendant Randstad is without sufficient information upon which to base a belief as to the truth
20 or falsity of the allegations contained therein and upon said ground denies the same.

21 58. Misabeled Paragraph 55 of Plaintiff's Complaint calls for a legal conclusion to
22 which no answer is required, and to the extent it is, this answering Defendant Randstad denies
23 the same.

24 59. Answering mislabeled Paragraph 56 of Plaintiff's Complaint, this answering
25 Defendant Randstad is without sufficient information upon which to base a belief as to whether
26 the retention of Black & LoBello's services were necessary, and upon said ground denies the
27 same, and every other assertion set forth therein.

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SEVENTH CLAIM FOR RELIEF

(Embezzlement - Civil Theft)

(Frontiera)

60. Answering mislabeled Paragraph 57 of Plaintiff's Complaint, this answering Defendant Randstad repeats and re-alleges his answers as set forth in Paragraphs 1 through 59 above with the same force and effect as though fully set forth herein.

61. Answering mislabeled Paragraph 58 of Plaintiff's Complaint, this answering Defendant Randstad is without sufficient information upon which to base a belief as to the truth or falsity of the allegations contained therein and upon said ground denies the same.

62. Answering mislabeled Paragraph 59 of Plaintiff's Complaint, this answering Defendant Randstad is without sufficient information upon which to base a belief as to the truth or falsity of the allegations contained therein and upon said ground denies the same.

63. Mislabeled Paragraph 60 of Plaintiff's Complaint calls for a legal conclusion to which no answer is required, and to the extent it is, this answering Defendant Randstad denies the same.

64. Mislabeled Paragraph 61 of Plaintiff's Complaint calls for a legal conclusion to which no answer is required, and to the extent it is, this answering Defendant Randstad denies the same.

65. Answering mislabeled Paragraph 62 of Plaintiff's Complaint, this answering Defendant Randstad is without sufficient information upon which to base a belief as to whether the retention of Black & LoBello's services were necessary, and upon said ground denies the same, and every other assertion set forth therein.

EIGHTH CLAIM FOR RELIEF

(Negligent Supervision)

(Randstad)

66. Answering mislabeled Paragraph 63 of Plaintiff's Complaint, this answering
DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
AND CROSS-CLAIMS AGAINST CROSS-DEFENDANT JOSEPH FRONTIERA

1 Defendant Randstad repeats and re-alleges his answers as set forth in Paragraphs 1 through 65
2 above with the same force and effect as though fully set forth herein.

3 67. Answering mislabeled Paragraph 64 of Plaintiff's Complaint, this answering
4 Defendant Randstad denies the allegations contained therein.

5 68. Answering mislabeled Paragraph 65 of Plaintiff's Complaint, this answering
6 Defendant Randstad denies the allegations contained therein, and avers that it performed the
7 contracted services described in the Agreement.

8 69. Mislabeled Paragraph 66 of Plaintiff's Complaint calls for a legal conclusion to
9 which no answer is required, and to the extent it is, this answering Defendant Randstad denies
10 the same.

11 70. Answering mislabeled Paragraph 67 of Plaintiff's Complaint, this answering
12 Defendant Randstad is without sufficient information upon which to base a belief as to whether
13 the retention of Black & LoBello's services were necessary, and upon said ground denies the
14 same, and every other assertion set forth therein.

15 71. Mislabeled Paragraph 68 of Plaintiff's Complaint calls for a legal conclusion to
16 which no answer is required, and to the extent it is, this answering Defendant Randstad denies
17 the same.

18 **CONCLUDING ANSWER TO ALL ALLEGATIONS**

19 All allegations not specifically addressed above due to the nature of the language and
20 construction of the allegations, or for any other reason, are specifically denied.

21 **AFFIRMATIVE DEFENSES**

22 **FIRST:** Defendant alleges that the allegations contained in Plaintiff's
23 Complaint fail to state causes of action against Defendant upon which relief can be granted.

24 **SECOND:** Defendant alleges that Plaintiff's allegations are barred by the
25 doctrine of laches.

26 **THIRD:** Defendant alleges that Plaintiff's allegations are barred because
27 Plaintiff had knowingly and voluntarily assumed any risks at issue.

28 DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
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1 FOURTH: It has been necessary for Defendant Randstad to employ the
2 services of Mills & Associates and Seyfarth Shaw LLP to defend this action, and a reasonable
3 sum should be allowed Defendant as and for attorney's fees, together with costs expended in this
4 action.

5 FIFTH: Defendant alleges that the incidents alleged in the Complaint, and
6 the alleged damages, if any, to Plaintiff were proximately caused or contributed to by Plaintiff's
7 own negligence and such negligence was greater than any of the Defendant's negligence.

8 SIXTH: Defendant alleges that Plaintiff did not exercise ordinary care,
9 caution, or prudence over the direction, supervision or control of Defendant Frontiera to avoid
10 the alleged harm it suffered, and the alleged harm, if any, complained of was directly and
11 proximately contributed to and caused by fault, carelessness, and negligence of Plaintiff.

12 SEVENTH: Defendant alleges that Plaintiff has failed, in whole or in part, to
13 mitigate its alleged damages.

14 EIGHTH: Pursuant to NRCP 11, as amended, all possible affirmative
15 defenses may not have been alleged herein insofar as sufficient facts were not available after
16 reasonable inquiry upon the filing of Defendant's Answer, and therefore, this answering
17 Defendant reserves the right to amend its Answer to allege additional Affirmative Defenses if
18 subsequent investigation so warrants.

19 NINTH: Defendant alleges that Plaintiff breached its Agreement with
20 Defendant, and that breach is the cause of the alleged harm to the Plaintiff.

21 TENTH: Defendant alleges that the alleged acts of Frontiera are an
22 intervening and superseding cause of any alleged harm to the Plaintiff.

23 ELEVENTH: Defendant alleges that at diverse dates and times, Frontiera was an
24 employee of CK, and Randstad cannot be held liable for CK's or Frontiera's acts, omissions,
25 negligence or intentional acts.

26 WHEREFORE, this answering Defendant Randstad hereby pray for judgment as follows:

27 1. That Plaintiff takes nothing by reason of the Complaint on file herein;

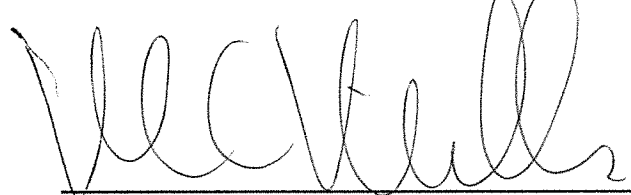
28 DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
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2. That this answering Defendant be awarded reasonable attorney's fees and costs for the defense of this matter;

3. For such other and further relief as the Court deems just and proper.

DATED this 14th day of July 2016.

BAUMAN LOEWE WITT & MAXWELL, PLLC



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Attorneys for Defendant/Cross-Claimant
Randstad Professionals US, LP

DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
AND CROSS-CLAIMS AGAINST CROSS-DEFENDANT JOSEPH FRONTIERA

**DEFENDANT RANDSTAD'S CROSS-CLAIMS AGAINST
CROSS-DEFENDANT FRONTIERA**

COMES NOW, Cross-Claimant, Randstad Professionals US, LP ("Defendant" or "Randstad") a Delaware limited partnership, by and through its attorneys of record, Michael C. Mills, Esq. of Bauman Loewe Witt & Maxwell, PLLC, and Eric R. McDonough, Esq. (pro hac vice pending) and Amy A. Abeloff, Esq. (pro hac vice accepted) of Seyfarth Shaw LLP, and hereby files these Cross-Claims against the above-named Cross-Defendant, and alleges as follows:

CROSS-CLAIM AGAINST FRONTIERA

1. Cross-Defendant Joseph Frontiera at the time of the issues in question herein, resided in the State of Nevada.
2. It has become necessary for Cross-Claimant Randstad ("Randstad") to retain the services of an attorney to prosecute this Cross-Claim and, therefore, Randstad should be awarded attorney's fees and costs of suit that are incurred as a result of this litigation.

CONTRIBUTION & INDEMNITY

3. Randstad alleges that in the event it is found to be liable to Plaintiff Count's Kustom's, LLC ("CK") or to any other party for any damages, or if payment is made by Randstad to CK or any other party as a result of the incidents or occurrences described in CK's Complaint, then Randstad's liability or payments is based upon the acts and/or omissions, including, without limitation, alleged negligence, breach of warranties (express and/or implied), breach of contract, and breach of fiduciary duties, of CK and/or Frontiera, and therefore Randstad is entitled to contribution and indemnity to the fullest extent permitted by law from Frontiera.
4. That is has become necessary for Randstad to retain the services of an attorney to prosecute this Cross-Claim and, therefore, said Randstad should be awarded attorney's fees and costs of suit that are incurred as a result of this litigation.

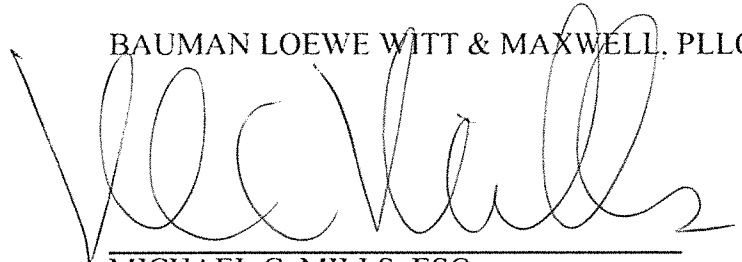
DEFENDANT/CROSS-CLAIMANT RANDSTAD PROFESSIONALS US, LP's FIRST AMENDED ANSWER
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WHEREFORE, Cross-Claimant Randstad, prays as follows:

1. For judgment against Cross-Defendant Frontiera in amounts to be determined at the time of trial;
2. For costs, disbursements and attorneys' fees; and
3. For such other and further relief as the Court deems just and proper.

DATED this 14th day of July 2016.

BAUMAN LOEWE WITT & MAXWELL, PLLC



MICHAEL C. MILLS, ESQ.
Nevada Bar No. 003534
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Attorneys for Defendant/Plaintiff-in-
Counterclaim/Cross-Claimant
Randstad Professionals US, LP

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